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8 Attorneys for Defendants  
9 WACHOVIA FINANCIAL SERVICES, WACHOVIA  
MORTGAGE CORPORATION, WACHOVIA SHARED  
10 RESOURCES, LLC (erroneously sued as Wachovia  
Services, Inc.), WORLD MORTGAGE COMPANY,  
11 WACHOVIA COMMERCIAL MORTGAGE, INC.,  
12 WORLD SAVINGS, INC., WACHOVIA EQUITY  
SERVICING, LLC, WACHOVIA BANK, N.A., and  
13 WACHOVIA CORPORATION

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16

17 RONALD CHIN, individually, and on behalf of all  
other similarly situated, and as an aggrieved employee  
18 pursuant to the Private Attorneys General Act,

19 Plaintiff,

20 vs.

21 WACHOVIA FINANCIAL SERVICES, INC.;  
22 WACHOVIA MORTGAGE CORPORATION;  
WACHOVIA SERVICES, INC.; WORLD  
23 MORTGAGE COMPANY; WACHOVIA  
COMMERCIAL MORTGAGE, INC.; WORLD  
24 SAVINGS, INC.; WACHOVIA EQUITY  
SERVICING, LLC; WACHOVIA BANK, N.A.;  
25 WACHOVIA CORPORATION; and DOES 1 through  
26 10, inclusive,

27 Defendants.  
28

CASE NO. C08-01320-CW

**DEFENDANTS' ANSWER TO  
PLAINTIFF'S COMPLAINT**

1 Defendants Wachovia Financial Services, Inc.; Wachovia Mortgage Corporation;  
2 Wachovia Shared Resources, LLC (erroneously sued as Wachovia Services, Inc.); World  
3 Mortgage Company; Wachovia Commercial Mortgage, Inc.; World Savings, Inc.; Wachovia  
4 Equity Servicing, LLC; Wachovia Bank, N.A.; and Wachovia Corporation (herein referred to  
5 collectively as "Defendants ") hereby answer the allegations contained in the purported Class  
6 Action Complaint ("Complaint ") filed by Plaintiff Ronald Chin ("Plaintiff ") as follows:

7 **JURISDICTION AND VENUE**

8 1. The allegations in Paragraph No. 1 state conclusions of law to which no  
9 response is required. To the extent such a response is required, Defendants admit that the Court  
10 has jurisdiction over the matters as currently alleged.

11 2. The allegations in Paragraph No. 2 state conclusions of law to which no  
12 response is required. To the extent such a response is required, Defendants deny the allegations  
13 in Paragraph No. 2.

14 3. The allegations in Paragraph No. 3 state conclusions of law to which no  
15 response is required. To the extent such a response is required, Defendants admit that venue  
16 properly lies in this district, but deny that all Defendants maintain offices, have agents, and are  
17 licensed to and do transact business in this district.

18 4. The allegations in Paragraph No. 4 state conclusions of law to which no  
19 response is required. To the extent such a response is required, Defendants deny the allegations  
20 in Paragraph No. 4.

21 5. Defendants deny the allegations of Paragraph 5.

22 **THE PARTIES**

23 6. Defendants lack specific knowledge concerning Plaintiff's current  
24 residence, and on that basis, deny the allegations of Paragraph 6.

25 7. Defendants admit that Wachovia Financial Services, Inc. is a corporation  
26 incorporated under the laws of North Carolina, and it currently has no employees.

27 8. Defendants admit that Wachovia Mortgage Corporation is a corporation  
28 incorporated under the laws of North Carolina, and prior to 2008 employed employees in other

1 states but not in this district or in California, before it was merged into World Mortgage  
2 Company.

3 9. Wachovia Services, Inc. has been merged into Wachovia Shared  
4 Resources, LLC which is a limited liability company formed under the laws of Delaware, and it  
5 currently employees in this district, in California, and in other states.

6 10. Defendants admit that World Mortgage Company is a corporation  
7 incorporated under the laws of Colorado, and that it currently employs employees in this district,  
8 in California, and in other states.

9 11. Defendants admit that Wachovia Commercial Mortgage, Inc. is a  
10 corporation incorporated under the laws of New Jersey, and it currently has no employees.

11 12. Defendants admit that World Savings, Inc. is a corporation incorporated  
12 under the laws of California, and that it currently has no employees.

13 13. Defendants admit that Wachovia Equity Servicing LLC is a limited  
14 liability company formed under the laws of New Jersey, and that it currently has no employees.

15 14. Defendants admit that Wachovia Bank N.A. is a national banking  
16 association chartered under the laws of the United States, and that it employs employees in this  
17 district, in California, and in other states.

18 15. Defendants admit that Wachovia Corporation is a corporation incorporated  
19 under the laws of North Carolina, and that it employs employees in North Carolina, but not in this  
20 district or in California.

21 16. The allegations in Paragraph No. 16 state unnamed or "DOE" defendant  
22 allegations and/or conclusions of law to which no response is required. To the extent such a  
23 response is required, Defendants deny the allegations in Paragraph No. 16.

24 17. The allegations in Paragraph No. 17 state unnamed or "DOE" defendant  
25 allegations and/or conclusions of law to which no response is required. To the extent such a  
26 response is required, Defendants deny the allegations in Paragraph No. 17.

27 18. The allegations in Paragraph No. 18 state conclusions of law to which no  
28 response is required. To the extent such a response is required, Defendants deny the allegations

1 in Paragraph No. 18.

2 19. The allegations in Paragraph No. 19 state conclusions of law to which no  
3 response is required. To the extent such a response is required, Defendants deny the allegations  
4 in Paragraph No. 19.

5 20. The allegations in Paragraph No. 20 state conclusions of law to which no  
6 response is required. To the extent such a response is required, Defendants deny the allegations  
7 in Paragraph No. 20.

8 **GENERAL ALLEGATIONS**

9 21. The allegations in Paragraph No. 21 state conclusions of law to which no  
10 response is required. To the extent such a response is required, Defendants deny the allegations  
11 in Paragraph No. 21.

12 22. Defendants admit that World Mortgage Company employed Plaintiff and  
13 others as non-exempt employees, and that other Defendants also employed non-exempt  
14 employees. Defendants deny the other allegations in Paragraph 22.

15 23. Defendants admit that World Mortgage Company employed Plaintiff as a  
16 Loan Representative II from August 14, 2006 until February 15, 2007 within Alameda County.  
17 Defendants deny the other allegations in Paragraph 23.

18 24. Defendants admit that one or more of them continue to employ non-exempt  
19 employees in California. Defendants deny the other allegations in Paragraph 24.

20 25. Defendants admit that, from time to time, they have been advised by  
21 lawyers and other knowledgeable professionals in labor and wage law, employment and  
22 personnel policies. Defendants deny the other allegations in Paragraph 25.

23 26. Defendants admit that they were aware of the overtime requirements, but  
24 specifically deny that Plaintiff or others were not properly paid for overtime. Defendants deny  
25 the other allegations in Paragraph 26.

26 27. Defendants admit that they were aware of the requirements to pay all  
27 wages due upon discharge, but specifically deny that Plaintiff or others were not properly paid for  
28 all wages upon discharge. Defendants deny the other allegations in Paragraph 27.

1           28. Defendants admit that they were aware of the requirements for employees  
2 to receive complete and accurate wage statements, but specifically deny that Plaintiff or others  
3 did not receive complete and accurate wage statements. Defendants deny the other allegations in  
4 Paragraph 28.

5           29. Defendants admit that they were aware of the meal period requirements,  
6 but specifically deny that Plaintiff or others were not properly provided meal periods or paid for  
7 meal periods. Defendants deny the other allegations in Paragraph 29.

8           30. Defendants admit that they were aware of the rest period requirements, but  
9 specifically deny that Plaintiff or others were not properly provided rest periods or paid for rest  
10 periods. Defendants deny the other allegations in Paragraph 30.

11           31. The allegations in Paragraph No. 31 state conclusions of law to which no  
12 response is required. To the extent such a response is required, Defendants deny the allegations  
13 in Paragraph No. 31.

14           32. The allegations in Paragraph No. 32 state conclusions of law to which no  
15 response is required. To the extent such a response is required, Defendants deny the allegations  
16 in Paragraph No. 32.

17           33. The allegations in Paragraph No. 33 state conclusions of law to which no  
18 response is required. To the extent such a response is required, Defendants deny the allegations  
19 in Paragraph No. 33.

20           34. The allegations in Paragraph No. 34 state conclusions of law to which no  
21 response is required. To the extent such a response is required, Defendants deny the allegations  
22 in Paragraph No. 34.

23           35. Defendants admit that World Mortgage Company employed Plaintiff as a  
24 Loan Representative II from August 14, 2006 until February 15, 2007 within Alameda County.  
25 Defendants deny the other allegations in Paragraph 35.

26           36. The allegations in Paragraph No. 36 state conclusions of law to which no  
27 response is required. To the extent such a response is required, Defendants deny the allegations  
28 in Paragraph No. 36.

37. Defendants deny the allegations of Paragraph 37.

38. The allegations in Paragraph No. 38 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 38.

**FIRST CAUSE OF ACTION**

39. The allegations in Paragraph No. 39 reincorporate previous asserted allegations and so no additional response is required. To the extent a response is required, Defendants deny any allegations in Paragraph 39 not specifically admitted elsewhere.

40. The allegations in Paragraph No. 40 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 40.

41. The allegations in Paragraph No. 41 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 41.

42. The allegations in Paragraph No. 42 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 42.

43. The allegations in Paragraph No. 43 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 43.

44. Defendants deny the allegations in Paragraph 44.

45. Defendants deny the allegations in Paragraph 45.

46. The allegations in Paragraph No. 46 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 46.

47. The allegations in Paragraph No. 47 state conclusions of law to which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph No. 47.

1           48.     The allegations in Paragraph No. 48 state conclusions of law to which no  
2 response is required. To the extent such a response is required, Defendants deny the allegations  
3 in Paragraph No. 48.

4                                   **SECOND CAUSE OF ACTION**

5           49.     The allegations in Paragraph No. 49 reincorporate previous asserted  
6 allegations and so no additional response is required. To the extent a response is required,  
7 Defendants deny any allegations in Paragraph 49 not specifically admitted elsewhere.

8           50.     Defendants deny the allegations in Paragraph 50.

9           51.     The allegations in Paragraph No. 51 state conclusions of law to which no  
10 response is required. To the extent such a response is required, Defendants deny the allegations  
11 in Paragraph No. 51.

12                                   **THIRD CAUSE OF ACTION**

13           52.     The allegations in Paragraph No. 52 reincorporate previous asserted  
14 allegations and so no additional response is required. To the extent a response is required,  
15 Defendants deny any allegations in Paragraph 52 not specifically admitted elsewhere.

16           53.     The allegations in Paragraph No. 53 state conclusions of law to which no  
17 response is required. To the extent such a response is required, Defendants deny the allegations  
18 in Paragraph No. 53.

19           54.     The allegations in Paragraph No. 54 state conclusions of law to which no  
20 response is required. To the extent such a response is required, Defendants deny the allegations  
21 in Paragraph No. 54.

22           55.     The allegations in Paragraph No. 55 state conclusions of law to which no  
23 response is required. To the extent such a response is required, Defendants deny the allegations  
24 in Paragraph No. 55.

25           56.     The allegations in Paragraph No. 56 state conclusions of law to which no  
26 response is required. To the extent such a response is required, Defendants deny the allegations  
27 in Paragraph No. 56.

28           57.     Defendants deny the allegations in Paragraph 57.

1           58. Defendants deny the allegations in Paragraph 58.

2           59. Defendants deny the allegations in Paragraph 59.

3           60. Defendants deny the allegations in Paragraph 60.

4           61. Defendants deny the allegations in Paragraph 61.

5           62. The allegations in Paragraph No. 62 state conclusions of law to which no  
6 response is required. To the extent such a response is required, Defendants deny the allegations  
7 in Paragraph No. 62.

8           63. The allegations in Paragraph No. 63 state conclusions of law to which no  
9 response is required. To the extent such a response is required, Defendants deny the allegations  
10 in Paragraph No. 63.

11                                   **FOURTH CAUSE OF ACTION**

12           64. The allegations in Paragraph No. 64 reincorporate previous asserted  
13 allegations and so no additional response is required. To the extent a response is required,  
14 Defendants deny any allegations in Paragraph 64 not specifically admitted elsewhere.

15           65. The allegations in Paragraph No. 65 state conclusions of law to which no  
16 response is required. To the extent such a response is required, Defendants deny the allegations  
17 in Paragraph No. 65.

18           66. The allegations in Paragraph No. 66 state conclusions of law to which no  
19 response is required. To the extent such a response is required, Defendants deny the allegations  
20 in Paragraph No. 66.

21           67. Defendants deny the allegations in Paragraph 67.

22           68. Defendants deny the allegations in Paragraph 68.

23           69. Defendants deny the allegations in Paragraph 69.

24           70. The allegations in Paragraph No. 70 state conclusions of law to which no  
25 response is required. To the extent such a response is required, Defendants deny the allegations  
26 in Paragraph No. 70.

27           71. The allegations in Paragraph No. 71 state conclusions of law to which no  
28 response is required. To the extent such a response is required, Defendants deny the allegations



1 in Paragraph No. 71.

2 **FIFTH CAUSE OF ACTION**

3 72. The allegations in Paragraph No. 72 reincorporate previous asserted  
4 allegations and so no additional response is required. To the extent a response is required,  
5 Defendants deny any allegations in Paragraph 72 not specifically admitted elsewhere.

6 73. The allegations in Paragraph No. 73 state conclusions of law to which no  
7 response is required. To the extent such a response is required, Defendants deny the allegations  
8 in Paragraph No. 73.

9 74. Defendants deny the allegations in Paragraph 74.

10 75. The allegations in Paragraph No. 75 state conclusions of law to which no  
11 response is required. To the extent such a response is required, Defendants deny the allegations  
12 in Paragraph No. 75.

13 76. The allegations in Paragraph No. 76 state conclusions of law to which no  
14 response is required. To the extent such a response is required, Defendants deny the allegations  
15 in Paragraph No. 76.

16 **SIXTH CAUSE OF ACTION**

17 77. The allegations in Paragraph No. 77 reincorporate previous asserted  
18 allegations and so no additional response is required. To the extent a response is required,  
19 Defendants deny any allegations in Paragraph 77 not specifically admitted elsewhere.

20 78. The allegations in Paragraph No. 78 state conclusions of law to which no  
21 response is required. To the extent such a response is required, Defendants deny the allegations  
22 in Paragraph No. 78.

23 79. The allegations in Paragraph No. 79 state conclusions of law to which no  
24 response is required. To the extent such a response is required, Defendants deny the allegations  
25 in Paragraph No. 79.

26 80. The allegations in Paragraph No. 80 state conclusions of law to which no  
27 response is required. To the extent such a response is required, Defendants deny the allegations  
28 in Paragraph No. 80.

1           81. Defendants deny the allegations in Paragraph 81.

2           82. The allegations in Paragraph No. 82 state conclusions of law to which no  
3 response is required. To the extent such a response is required, Defendants deny the allegations  
4 in Paragraph No. 82.

5                                   **REQUEST FOR JURY TRIAL**

6           Defendants deny that Plaintiff is entitled to a jury trial on all claims presented in  
7 the Complaint. Defendants deny that all allegations not specifically admitted herein, and deny  
8 that Plaintiff or others are entitled to the relief sought in the Prayer for Relief.

9                                   **AFFIRMATIVE DEFENSES**

10           Defendants, without admitting any of the allegations in Plaintiff's Complaint,  
11 assert the following separate and independent affirmative defenses. Defendants do not, by stating  
12 the matters set forth in these defenses, allege or admit that they have the burden of proof and/or  
13 persuasion with respect to any of these matters, and do not assume the burden of proof or  
14 persuasion as to any matters as to which Plaintiff has the burden of proof or persuasion.

15                                   **First Affirmative Defense**

16           1. The Complaint, and some or all of the alleged causes of action contained  
17 therein, fails to state a claim upon which relief can be granted.

18                                   **Second Affirmative Defense**

19           2. The Complaint, and each of the alleged causes of action contained therein,  
20 is barred, either in whole or in part, by the applicable statute of limitations including, but not  
21 limited to, California Code of Civil Procedure sections 337, 338, 339, 340 and/or 343, and the  
22 one-year statute of limitations applicable to penalties under the Labor Code.

23                                   **Third Affirmative Defense**

24           3. The Complaint, and at least some of the alleged causes of action or prayers  
25 for relief contained therein, are barred, in whole or in part, because Plaintiff lacks standing and/or  
26 does not have a private right of action to pursue the claim asserted.

27                                   **Fourth Affirmative Defense**

28           4. The Complaint, and at least some of the alleged causes of action or claims

1 contained therein, are barred, in whole or in part, by the doctrine of laches.

2 **Fifth Affirmative Defense**

3 5. The Complaint, and at least some of the alleged causes of action or claims  
4 contained therein, is barred, in whole or in part, by the doctrine of unclean hands.

5 **Sixth Affirmative Defense**

6 6. Without admitting any wrongful conduct by Defendants, Plaintiff's claims  
7 are barred by the doctrine of waiver, estoppel, or both.

8 **Seventh Affirmative Defense**

9 7. The Complaint, and each of the alleged causes of action contained therein,  
10 fails, in whole or in part, because Defendants acted in good faith at all times.

11 **Eighth Affirmative Defense**

12 8. Each cause of action in the Complaint is barred because Plaintiff has  
13 agreed to arbitrate all of his claims arising out of his employment relationship with any of the  
14 Defendants.

15 **Ninth Affirmative Defense**

16 9. The Complaint, and each of the alleged causes of action contained therein,  
17 is barred, in whole or in part, because if Plaintiff was damaged in any way as a result of the  
18 matters alleged in the Complaint, the damage or injury was due wholly to Plaintiff's own conduct.

19 **Tenth Affirmative Defense**

20 10. Plaintiff cannot establish that any of his claims are appropriate for  
21 representative action treatment.

22 **Eleventh Affirmative Defense**

23 11. The claims for penalties in the Complaint are barred or limited by  
24 California law; the doctrine of express or implied statutory preemption; the due process clauses of  
25 the Fifth and Fourteenth Amendments; other constitutional and statutory protections; or a  
26 combination of the foregoing.

27 **Twelfth Affirmative Defense**

28 12. Each cause of action in the Complaint is barred because Defendants neither

1 authorized nor ratified any wrongful conduct by any employee, agent, or representative and, as a  
2 result, cannot be held liable for penalties. Furthermore, none of its employees who are alleged to  
3 have committed wrongful acts were managing agents of Defendants.

4 **Thirteenth Affirmative Defense**

5 13. The Complaint fails to state a claim against any Defendants other than  
6 World Mortgage Company, because no other entity was the employer of Plaintiff during the  
7 allegedly pertinent times periods, and the other Defendants were not integrated enterprises with  
8 World Mortgage Company.

9  
10 Defendants reserve the right to add additional affirmative defenses as they become  
11 known during the course of litigation.

12 **PRAYER**

13 WHEREFORE, Defendants pray for relief as follows:

14 1. That Plaintiff takes nothing by his Complaint and that such Complaint be  
15 dismissed with prejudice;

16 2. That Defendants recover their costs and attorneys fees incurred herein  
17 pursuant to relevant statutes, and  
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1                   3.       That the Court grant Defendants whatever other relief it deems just and  
2 proper.

3  
4 DATED: April 1, 2008

MUNGER, TOLLES & OLSON LLP  
Malcolm A. Heinicke

5  
6  
7 By: /s/ Malcolm A. Heinicke

Malcolm A. Heinicke

8 Attorneys for Defendants  
9 WACHOVIA FINANCIAL SERVICES,  
10 WACHOVIA MORTGAGE CORPORATION,  
11 WACHOVIA SHARED RESOURCES, LLC  
(erroneously sued as Wachovia Services, Inc.),  
12 WORLD MORTGAGE COMPANY,  
13 WACHOVIA COMMERCIAL MORTGAGE,  
INC., WORLD SAVINGS, INC., WACHOVIA  
14 EQUITY SERVICING, LLC, WACHOVIA  
BANK, N.A., and WACHOVIA CORPORATION  
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